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May 7, 2018

VIA ECF

Hon. Katherine Polk Failla  
United States District Judge  
40 Foley Square  
New York, New York 10007

**Re: *Colon et al. v. DeVos et al.*, No. 17 Civ. 8790 (KPF)**

Dear Judge Failla:

We represent Plaintiffs Yvette Colon and Tina Carr in this declaratory judgment action. We write to inform the Court that Ms. Colon is not opposing the Motion to Compel Arbitration of Count III of the Amended Complaint, filed by Defendants Navient Corporation, Navient Solutions LLC, and Navient Credit Finance Corporation on April 6, 2018. *See* ECF Nos. 62, 67.

In Count III, Ms. Colon seeks a declaratory judgment that her private student loans are unenforceable due to the misconduct of the Sanford-Brown Institute. Ms. Colon originally asserted this claim only against Defendant Navient Corporation, *see* Compl., ECF No. 1, but at the joint pre-motion/initial pretrial conference, Navient Corporation represented that it was not the holder of Ms. Colon's private student loans, and the Court granted Ms. Colon leave to amend to add additional defendants, *see* Order, ECF No. 31. Despite repeated requests to defendants and the exercise of due diligence, Ms. Colon was unable to conclusively determine the holder of her private student loans, and filed an Amended Complaint that asserts Count III against four named corporations and one "John Doe" corporation. Am. Compl. ¶¶ 62, 221–28, ECF No. 35. Ms. Colon thereafter voluntarily dismissed her claim against one of the corporations, Sallie Mae Bank, based on its representation that it is not the holder of the loans at issue. ECF No. 58.

On April 5, 2018, defendants disclosed to Ms. Colon that Navient Credit Finance Corporation owns her private loans. The following day, the remaining three named defendants to Count III filed a joint motion to compel arbitration based on an arbitration clause in Ms. Colon's private loan promissory notes. *See* ECF Nos. 62, 67.

On defendants' representation to Ms. Colon and this Court that Navient Credit Finance Corporation owns these loans, Ms. Colon does not oppose the joint motion to compel arbitration, and to stay litigation of Count III (though not the other counts) pending that arbitration. Ms. Colon reserves her rights to oppose the enforceability of the arbitration provision, and to assert any and all other applicable defenses to arbitration, in any arbitration proceeding.

Sincerely,

*s/Eileen M. Connor*

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